

In 1974, Nancy Wimpigler began to see that the business venture might be an unprofitable one. She requested \$1,000 from Shoemaker which he paid her by check in good faith because she was afraid of losing her investment.

Subsequently in June of 1977, Nancy Wimpigler's divorce from her husband became final and a couple of weeks later, she voluntarily moved out of the home on Lot 2.

Since that time and actually since 1973 when the business venture began, Mr. Shoemaker has individually continued to meet the joint obligations of him and Nancy Wimpigler with regard to property taxes, mortgages, loans, construction costs, settlement costs, recording fees, insurance, etc.

It is Mr. Shoemaker's contention that since he has paid and continues to pay the joint obligations of the parties which have been beneficial to the property involved, he is entitled to a lien on Lots 2 and 18 for such amounts as set forth in his Amended Counter-Claim and for such further amounts as may be presented at trial.

Question Presented

Is the Defendant and Counter-Plaintiff, Charles Melvin Shoemaker, entitled to a lien on Lot 2 and Lot 18 for such money expended by him, as co-tenant, for liens, encumbrances, improvements, etc. made upon the property for the benefit of his co-tenant, Nancy Wimpigler?